

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**THE COMMISSIONER OF THE
NEW YORK CITY DEPARTMENT
OF SOCIAL SERVICES,
Plaintiffs,**

vs.

CIVIL ACTION NO. 1:24-cv-00326

**BUCKEYE COACH LLC;
CARDUAN TOURS LLC; CLASSIC
ELEGANCE COACHES LLC;
COASTAL CREW CHANGE
COMPANY LLC; EJEUTIVO
ENTERPRISES INC.; EL PASO
UNITED CHARTERS LLC; GARCIA
AND GARCIA ENTERPRISES INC.
(D.B.A. FRANCISCO TOURS); JY
CHARTER BUS INC.; LILY'S BUS
LINES INC.; MAYO TOURS, INC.;
NORTENO EXPRESS LLC;
ROADRUNNER CHARTERS INC.;
SOUTHWEST CREW CHANGE
COMPANY LLC; TRANSPORTES
REGIONMONTANOS INC. (D.B.A.
AUTOBUSES REGIONMONTANOS);
VLP CHARTER LLC; WINDSTAR
LINES INC.; and WYNNE
TRANSPORTATION LLC,**

Defendants.

DEFENDANTS' ANSWER TO PLAINTIFF'S ORIGINAL COMPLAINT

Defendants Buckeye Couch LLC, Carduan Tours LLC, Classic Elegance Coaches LLC, Coastal Crew Change Company LLC, Ejecutive Enterprises Inc., El Paso United Charters LLC, Garcia Garcia Enterprises Inc., JY Charter Bus Inc., Lily's Bus Lines Inc., Mayo Tours, Inc., Norteno Express LLC, Southwest Crew Change Company LLC, Transportes Regionmontanos, VLP Charter LLC, Windstar Lines Inc., and Wynne Transportation LLC (collectively,

“Defendants”) file this Answer to Plaintiff’s Original Complaint (“Complaint”) (Dkt. No. 1-1), and would respectfully show this Court as follows:¹

ANSWER

Statement of the Case

1. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 1 of the Complaint.

2. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 2 of the Complaint.

3. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 3 of the Complaint.

4. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 4 of the Complaint.

5. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 5 of the Complaint.

6. Defendants deny the allegations contained in Paragraph 6 of the Complaint.

7. Defendants deny the allegations contained in Paragraph 7 of the Complaint.

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint.

9. Defendants deny the allegations contained in Paragraph 9 of the Complaint.

10. Defendants deny the allegations contained in Paragraph 10 of the Complaint.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint.

¹ Defendants deny all allegations in the Complaint not expressly admitted herein. In addition, the Complaint contains headings and subheadings. Defendants do not admit that the Complaint’s headings or subheadings are accurate or appropriate for any purpose and, to the extent that any heading may be interpreted to contain factual allegations, Defendants deny each of them.

12. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 12 of the Complaint.

13. Defendants deny the allegations contained in Paragraph 13 of the Complaint.

Jurisdiction and Venue

14. The allegations in Paragraph 14 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 14.

15. The allegations in Paragraph 15 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 15.

16. The allegations in Paragraph 16 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 16.

17. The allegations in Paragraph 17 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 17.

Parties

18. The allegations in Paragraph 18 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, Defendants deny all allegations contained in Paragraph 18.

19. Defendants lack sufficient information to admit or deny, and therefore must deny, the allegations contained in Paragraph 19 of the Complaint.

20. Defendant Buckey Couch LLC accepts service through its counsel.

21. Defendant Carduan Tours LLC accepts service through its counsel.
22. Defendant Classic Elegance Coaches LLC accepts service through its counsel.
23. Defendant Coastal Crew Change Company LLC accepts service through its counsel.
24. Defendant Ejecutive Enterprises Inc. accepts service through its counsel.
25. Defendant El Paso United Charters LLC accepts service through its counsel.
26. Defendant Garcia Garcia Enterprises Inc. accepts service through its counsel.
27. Defendant JY Charter Bus Inc. accepts service through its counsel.
28. Defendant Lily's Bus Lines Inc. accepts service through its counsel.
29. Defendant Mayo Tours, Inc. accepts service through its counsel.
30. Defendant Norteno Express LLC accepts service through its counsel.
31. Defendants are currently without sufficient information to admit or deny the allegations contained in Paragraph 31 of the Complaint regarding Roadrunner Charters Inc.
32. Defendant Southwest Crew Change Company LLC accepts service through its counsel.
33. Defendant Transportes Regiomontanos accepts service through its counsel.
34. Defendant VLP Charter LLC accepts service through its counsel.
35. Defendant Windstar Lines Inc. accepts service through its counsel.
36. Defendant Wynne Transportation LLC accepts service through its counsel.

The Cost of Caring for Individuals

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint.
38. Defendants deny the allegations contained in Paragraph 38 of the Complaint.
39. Defendants deny the allegations contained in Paragraph 39 of the Complaint.

Cause of Action

- 40. Paragraph 40 of the Complaint does not require a response.
- 41. Defendants deny the allegations contained in Paragraph 41 of the Complaint.
- 42. Defendants deny the allegations contained in Paragraph 42 of the Complaint.
- 43. Defendants deny the allegations contained in Paragraph 43 of the Complaint.
- 44. Defendants deny the allegations contained in Paragraph 44 of the Complaint.

Prayer for Relief

45. The Complaint contains a request for relief to which no response is required. Nevertheless, Defendants deny that Plaintiff is entitled to any such relief.

AFFIRMATIVE DEFENSES

As and for separate and affirmative defenses and avoidances to the Complaint, Defendants allege as follows:

First Affirmative Defense:
(Supremacy Clause)

New York Social Services Law Section 149 on its face and/or as applied violates the Supremacy Clause of the U.S. Constitution.

Second Affirmative Defense:
(Interstate Commerce Clause)

New York Social Services Law Section 149 on its face and/or as applied violates the Interstate Commerce Clause of the U.S. Constitution. *Edwards v. California*, 314 U.S. 160, 62 S. Ct. 164, 86 L. Ed. 119 (1941).

Third Affirmative Defense:
(Equal Protection Clause)

New York Social Services Law Section 149 on its face and/or as applied violates the Equal Protection Clause of the U.S. Constitution.

Fourth Affirmative Defense:
(Due Process Clause)

New York Social Services Law Section 149 on its face and/or as applied violates the Due Process Clause of the U.S. Constitution.

Fifth Affirmative Defense:
(Standing)

Plaintiff lacks standing or capacity to enforce New York Social Services Law Section 149.

Defendants reserve the right to amend or supplement their affirmative defenses to include any defenses of which Defendants are not presently aware.

PRAYER

WHEREFORE, Defendants pray for judgment as follows:

1. That Plaintiff takes nothing by the Complaint against Defendants;
2. That the Court deny Plaintiff's request for injunctive relief;
3. That the Complaint be dismissed with prejudice; and
4. For such other relief as the Court deems just and proper.

Respectfully submitted,

ANDREWS MYERS, P.C.

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**Application for Admission Pro Hac Vice
forthcoming*

ATTORNEYS FOR DEFENDANTS BUCKEYE COACH LLC; CARDUAN TOURS LLC; CLASSIC ELEGANCE COACHES LLC; COASTAL CREW CHANGE COMPANY LLC; EJEUTIVO ENTERPRISES INC.; EL PASO UNITED CHARTERS LLC; GARCIA AND GARCIA ENTERPRISES INC. (D.B.A. FRANCISCO TOURS); JY CHARTER BUS INC.; LILY'S BUS LINES INC.; MAYO TOURS, INC.; NORTENO EXPRESS LLC; SOUTHWEST CREW CHANGE COMPANY LLC; TRANSPORTES REGIOMONTANOS INC. (D.B.A. AUTOBUSES REGIOMONTANOS); VLP CHARTER LLC; WINDSTAR LINES INC.; and WYNNE TRANSPORTATION LLC.

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CERTIFICATE OF SERVICE

I hereby certify that on January 26, 2024, a true and correct copy of the foregoing Answer was served via the Court's ECF notification system to all counsels of record.

/s/ Elliot J. Kudisch